

FAX to: par: 33 1 38784148 GEMS Marketing MAMMO

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MOM36-95.DOC
12/04/1995 - Pg. 1/4**CONFIDENTIALITY AND NON-USE AGREEMENT**

This Agreement is made as of 20/04/95 1995 (hereinafter "Effective Date") between GE Medical Systems S.A., a corporation duly organized and existing under the laws of France, having its registered office and principal place of business at 283 rue de la Minière, 78533 Buc Cedex, France, registered at the Trade Register of Versailles under the number B 315 013 359 trading under the name "GE Medical Systems Europe", and its parent company, GE Medical Systems, a New York corporation having an address at P.O. Box 414, Milwaukee, Wisconsin 53210 (hereinafter collectively referred to as "GE"), Daniel Kopans, Dorothy McGrath, Richard Moore, Lynn Jameson-Mechan and Loren Niklason ("INVESTIGATORS") and, The General Hospital Corporation, a not-for-profit corporation doing business at Massachusetts General Hospital, having a place of business at Fruit Street, Boston, Massachusetts 02114 ("GENERAL").

WHEREAS, GE represents that it controls and has in its possession valuable, proprietary, confidential information relating to medical imaging and data systems ("GE INFORMATION");

WHEREAS, INVESTIGATORS have developed at GENERAL certain valuable, proprietary, confidential information relating to medical imaging and data systems, which is owned or controlled by GENERAL ("GENERAL INFORMATION");

WHEREAS, in order for GE, INVESTIGATORS and GENERAL to evaluate their interest in participating in a future research relationship, it may be necessary for them to disclose to each other certain of said information;

NOW THEREFORE, GE and GENERAL agree to disclose such information, and INVESTIGATORS, GENERAL and GE agree to receive such information, upon the terms and conditions set forth below:

1. "DISCLOSING PARTY" shall mean a party, either GENERAL (through INVESTIGATORS) or GE, that discloses CONFIDENTIAL INFORMATION (as defined in Paragraph 2 below) under this Agreement. "RECEIVING PARTY" shall mean a party, either GE, GENERAL or INVESTIGATORS, that receives CONFIDENTIAL INFORMATION under this Agreement.
2. "CONFIDENTIAL INFORMATION" shall mean GE INFORMATION or GENERAL INFORMATION which is obtained by a RECEIVING PARTY from a DISCLOSING PARTY. Each party's CONFIDENTIAL INFORMATION may include, but is not limited to, design methods, data, processes, formulas, intellectual property, projects, research or development activities, other technical or scientific information or know-how, and in the case of GE, manufacturing techniques and sales and marketing information, whether written or oral or obtained through visual inspection of objects or facilities. Notwithstanding the foregoing, the following shall not be deemed CONFIDENTIAL INFORMATION:
 - (a) Information which is or becomes known publicly through no fault of the RECEIVING PARTY;
 - (b) Information which is learned by the RECEIVING PARTY from a third party entitled to disclose it;
 - (c) Information which was already known to the RECEIVING PARTY at the time of disclosure as shown by prior written records or;
 - (d) Information which is developed by the RECEIVING PARTY or on behalf of the RECEIVING PARTY independently of information obtained from the DISCLOSING PARTY.
3. GE, GENERAL and INVESTIGATORS agree that all CONFIDENTIAL INFORMATION communicated by GE to GENERAL, through INVESTIGATORS, in connection with this Agreement shall be kept confidential by GENERAL and INVESTIGATORS as provided herein unless specific written release is obtained from GE.

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GENERAL agrees to exert reasonable efforts (no less than the protection given its own confidential information) to

- (a) maintain such CONFIDENTIAL INFORMATION in confidence,
- (b) make such CONFIDENTIAL INFORMATION available only to those employees and students who require access to it in the performance of this Agreement,
- (c) inform them of the confidential nature of such information, and
- (d) ensure that each of its employees, students or contractors which would receive any CONFIDENTIAL INFORMATION disclosed by GE will execute, prior to the receipt of any CONFIDENTIAL INFORMATION, the non-disclosure statement set out in Exhibit I attached hereto and made a part hereof, and send such executed statement to GE.

GENERAL shall be deemed to have discharged its obligations hereunder provided GENERAL has exercised the foregoing degree of care and provided further that GENERAL shall immediately, upon discovery of any disclosure not authorized hereunder, notify GE and take reasonable steps to prevent any further disclosure or unauthorized use.

- 4. Subject to paragraph 3, GE, GENERAL and INVESTIGATORS agree for a period of three (3) years from the Effective Date :

- (a) Not to use the CONFIDENTIAL INFORMATION disclosed to them hereunder for any purpose other than evaluation of the parties' interest in participating in a future research relationship or such other purposes as may otherwise be agreed by the parties in writing.
- (b) To maintain the CONFIDENTIAL INFORMATION disclosed to them hereunder in confidence and not to disclose any portion of such CONFIDENTIAL INFORMATION to any person or entity.
- (c) Upon expiration or termination of this Agreement, promptly to return or destroy all copies of CONFIDENTIAL INFORMATION disclosed hereunder, upon the request of the DISCLOSING PARTY.

- 5. No right or license, express or implied, is granted to any party in connection with any GENERAL or GE CONFIDENTIAL INFORMATION disclosed pursuant to this Agreement.

- 6. Each party reserves the right, in its sole discretion and without prior notice to any other party, to disclose its own CONFIDENTIAL INFORMATION to any third party for any purpose.

- 7. The aforesaid considerations notwithstanding, in the event that the parties to this Agreement enter into a Sponsored Research and License Agreement under which GE provides support for INVESTIGATORS' research ("RESEARCH"), it is understood that INVESTIGATORS shall be entitled to use GE CONFIDENTIAL INFORMATION for the purposes of carrying out said RESEARCH or obtaining any required review of said RESEARCH, or assuring proper medical treatment of any patient or research subject.

- 8. This Agreement may be terminated by any party at any time by giving thirty (30) days prior written notice to the other parties.

Termination of this Agreement shall not relieve any party of complying with obligations imposed on it by paragraphs 1 through 7 of this Agreement, which shall continue for the applicable period set forth in paragraph 4 above. In the event of termination, the RECEIVING PARTY agrees to return, within thirty (30) days from the effectiveness of termination, any and all CONFIDENTIAL INFORMATION in its possession and disclosed under this Agreement, and not to retain any copies thereof.

- 9. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

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All disputes between the parties arising out of or in connection with the existence, validity, construction, performance or termination of this Agreement (or any terms thereof), which the parties are unable to settle amicably shall be finally settled by the competent courts of the Commonwealth of Massachusetts.

10. Unless earlier terminated as aforesaid in paragraph 8 above, this Agreement shall remain in effect for a period of one (1) year from the date first written above.
11. The foregoing and any exhibits referred to herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and cancel all prior representations, negotiations, commitments, undertakings, communications whether oral or written, acceptances, understandings and agreements between the parties with respect to, or in connection with, the confidentiality of any of the matters or things to which such agreement applies or refers.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate to be effective as of the date first written above.

GE Medical Systems SA

By: IC. NAJARTitle: VISE PRESIDENT - GENERAL COUNSELDate: 12/04/95

DANIEL KOPANS, M.D.

By: [Signature]Date: 4/20/95

GE Medical Systems

By: [Signature]Date: [Signature]

DANIEL KOPANS, M.D.

By: [Signature]Date: 4/20/95

THE OPTICAL HOSPITAL CORPORATION

By: [Signature]Title: VP, PATENTS, LICENSING ANDDate: 5/10/95

RICHARD MOORE

By: [Signature]Date: 4/20/95

LYNN JAMESON-MEEHAN

By: [Signature]Date: 4-20-95

LOREN NIKLASON

By: [Signature]Date: 4/20/95

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Exhibit 1**Confidentiality and Non-Use Agreement - General Electric Co.**

Investigators: Moore, McGrath, Jameson-Meehan, Kopans, and Niklason

Subject: Medical Imaging and Data Systems

I have read the attached confidentiality agreement between G.E., The General Hospital Corporation and the above-mentioned Investigators dated April __, 1995 ("Agreement"), as well as the letter from the Office of Technology Affairs to the Investigators dated March 23, 1995 regarding obligations of confidentiality contained in the Agreement. In order to receive G.E.'s confidential information disclosed under the Agreement, I hereby agree to abide by the same obligations as the above-mentioned Investigators under the Agreement.

Signature_____
Printed Name_____
Date